

VILLAGE OF NORTHFIELD RESOLUTION NO. 2015-05
AN EMERGENCY RESOLUTION
AUTHORIZING THE MAYOR TO EXTEND THE SENIOR CENTER LEASE
AGREEMENT BETWEEN THE VILLAGE, NORTHFIELD CENTER TOWNSHIP,
SAGAMORE HILLS TOWNSHIP, AND EPIPHANY LUTHERAN CHURCH

WHEREAS, the Village, Sagamore Hills Twp., and Northfield Center Twp., want to extend the senior center lease agreement with the Epiphany Lutheran Church for an additional one year period from January 1, 2015 through December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby and herein authorizes the Mayor to extend the lease agreement between the Village, Sagamore Hills Twp., Northfield Center Twp., and the Epiphany Lutheran Church for the operation of a senior center at Epiphany Lutheran Church for the period from January 1, 2015 through December 31, 2015, on each Wednesday from 10:00 a.m. to 4:00 p.m. The Village's financial contribution in connection with the within agreement for the period in question is \$3000.

SECTION 2. That Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Resolution were taken at an open meeting of this Council, and all deliberations of this Council and/or any committees that resulted in those formal actions were taken in meetings open to the public in compliance with the law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will permit a popular senior social activity to continue, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2015.

Bea Greenlee, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Lisa Rodriguez, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2015.

Lisa Rodriguez, Clerk of Council

LEASE AGREEMENT

THIS LEASE AGREEMENT made this _____ day _____, 2015 at _____, Ohio, by and between **EPIPHANY LUTHERAN CHURCH**, located at 10503 Valley View Road, Northfield Center, Ohio 44067, is hereinafter called "LESSOR", and **NORTHFIELD CENTER TOWNSHIP, VILLAGE OF NORTHFIELD, AND SAGAMORE HILLS TOWNSHIP**, called "LESSEE."

DESCRIPTION, USE AND TERM: LESSEE shall use the premises known as the downstairs room of 10503 Valley View Road, Northfield Center, Ohio, being a space with a maximum occupancy of _____ persons each Wednesday for the period of January 1, 2015 through December 30, 2015 from 10:00 A.M. to 4:00 P.M, one (1) day a week to be used as a "SENIOR CENTER".

RENT: LESSEE shall pay LESSOR at such address as LESSOR will direct, or at such other place as the LESSOR shall designate from time to time in writing as rent for the leased premises the amount as follows: Nine Thousand Dollars (\$9,000.00) for the twelve (12) month period of January 1, 2015 through December 31, 2015, with each individual LESSEE contributing Three Thousand Dollars (3,000.00) each shall pay towards said rent in advance of said period.

INSURANCE: LESSOR has liability insurance for the premises through Church Mutual and shall continue to provide and maintain such liability insurance and provide a copy of the Declaration Page to each of the LESSEES during the period of this Lease. LESSOR shall covenant that it will continue to maintain such insurance throughout the term of this Lease

UTILITIES: LESSOR shall during the term hereof pay all charges for utilities including water charges, including sewer charges.

REPAIRS: LESSOR shall make all necessary repairs, interior and exterior, in and about the demised premises at their own expense, including routine maintenance, heating and air conditioning, snow and ice removal.

ALTERATIONS, IMPROVEMENTS AND FIXTURES: LESSEE shall not add or alter the leased premises or install fixtures or signage of any type thereon.

DEPOSIT: There shall be no security deposit.

SURRENDER OF PREMISES: LESSEE agrees to and shall, on expiration or sooner termination of the term hereof or of any extended terms hereof, promptly surrender and deliver the leased premises without demand therefore in good condition, ordinary wear and tear expected and deliver the keys to the LESSOR.

DEFAULT BY LESSEE: If LESSEE shall fail to pay any rent due hereunder within ten (10) days after the same shall be due, or shall remain in default under any other condition of this Lease for a period of three (3) days after written notice from LESSOR, or should any other person than LESSEE secure possession of the premises, or any part thereof by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, LESSOR may at its option, without notice to LESSEE, terminate this Lease, or in the alternative,

LESSOR may re-enter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass and relet the premises or any part thereof, for all or any part of the remainder of said term, to a part satisfactory to LESSOR and at such monthly rental as LESSOR may with reasonable diligence be able to secure. All rights and remedies of LESSOR under this Lease shall be cumulative, and none shall exclude any other right or remedy at law.

CONDEMNATION: If during the term of this lease, all of the leased premises should be taken for any public use by right of eminent domain or should be sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease effective as of the date of taking of said premises by the condemning authority.

GENERAL PROVISIONS:

(a) **NOTICES AND ADDRESSES:** All notices provided to be given under this Agreement shall be given by certified mail or registered mail, addressed to the property party at the address of the party.

(b) **OHIO LAW TO APPLY:** This Agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Summit County, Ohio.

(c) **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall be construed as if such valid, illegal or unenforceable provision had never been contained herein.

(d) **SOLE AGREEMENT OF THE PARTIES:** This Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreement between the parties respecting the within subject matter.

(e) **AMENDMENT:** No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing dated subsequent to the date hereof and duly executed by the parties hereto.

(f) **WAIVER OF DEFAULT:** No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease shall be deemed to be a waiver of any breach of the same or any other term, condition or covenant contained herein.

(g) **EXCUSE:** Neither LESSOR nor LESSEE shall be required to perform any term, condition or covenant in this Lease so long as such performance is delayed or prevented by any act of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within control of the LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

(h) **SUBORDINATION:** This Lease and any extensions of the terms hereof shall be subordinate, at the option of LESSOR, to any and all encumbrances given by LESSOR.

"LESSEE"
NORTHFIELD CENTER TOWNSHIP
BOARD OF TRUSTEES

By: _____
X

State of Ohio)
) S.S.
County of _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named _____ as authorized by NORTHFIELD CENTER TOWNSHIP, who acknowledged that they did sign the foregoing instrument and that said instrument is their free act and deed as authorized by said governmental entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, this ____ day of _____, 2015.

Notary Public
My Commission Expires _____

"LESSEE"
VILLAGE OF NORTHFIELD

By: _____
X

State of Ohio)
) S.S.
County of _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named _____ as authorized by VILLAGE OF NORTHFIELD, who acknowledged that they did sign the foregoing instrument and that said instrument is their free act and deed as authorized by said governmental entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, this ____ day of _____, 2015.

Notary Public
My Commission Expires _____

"LESSEE"
SAGAMORE HILLS TOWNSHIP
BOARD OF TRUSTEES

By: _____
X

State of Ohio)
) S.S.
County of _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named _____ as authorized by SAGAMORE HILLS TOWNSHIP, who acknowledged that they did sign the foregoing instrument and that said instrument is their free act and deed as authorized by said governmental entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, this ____ day of _____, 2015.

Notary Public
My Commission Expires _____

VILLAGE OF NORTHFIELD ORDINANCE NO. 2015-06

AN EMERGENCY ORDINANCE AMENDING CHAPTER 1446 OF THE CODIFIED ORDINANCES RELATING TO RENTAL CERTIFICATES FOR RENTED SINGLE FAMILY DWELLINGS

WHEREAS, in 2014 Council adopted Chapter 1446 of the Housing Code requiring a Rental Certificate and Exterior Inspection Rental Certificate in order to rent single –family dwellings; and

WHEREAS, Council desires to amend Chapter 1446 in order to clarify language in the Chapter and require property owners to be current on their Village sewer maintenance fee accounts before receiving a Rental Certificate; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby amends Chapter 1446 of the Housing Code as is indicated in the attachment hereto that is incorporated herein by reference.

SECTION 2. That the rest and remainder of the Codified Ordinances of the Village of Northfield shall remain as presently drafted unless inconsistent herewith.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were rendered in an open meeting of this Council and were in compliance with all legal requirements.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will assist with maintaining the Village's sewer systems and the aesthetic appearance of the Village, and that this Ordinance shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2015.

Bea Greenlee, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Lisa Rodriguez, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Ordinance was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2015.

Lisa Rodriguez, Clerk of Council

CHAPTER 1446
Rental Certificate and Exterior Inspection Rental Certificate for Rented Single-Family Dwellings

1446.01 RENTAL CERTIFICATE.

On or after July 1, 2015, no single-family residential dwelling structure shall be rented or presently occupied under a rental agreement, whether written or oral, unless the Building and Zoning Inspector has issued to the owner or authorized agent of the property owner, a Rental Certificate and Exterior Inspection Rental Certificate. Rental Certificates shall be effective until June 30 of the year after the year in which the Rental Certificate is issued.

(a) In order to obtain a Rental Certificate, the owner of the property, or his, her, or its authorized agent, shall, prior to May 1, 2015 and May 1 of each subsequent year, or 60 days prior to the commencement of a lease term for properties to be first rented after July 1, 2015, submit a completed Rental Certificate Application, which includes a request for an Exterior Inspection or statement that such inspection is not required pursuant to the requirements of this chapter, on the Rental Certificate Application form available from the Building and Zoning Department, along with the required application fee in the amount of \$100.00. The above fee will cover the Rental Certificate Application fee, the initial property inspection, and the first inspection to ensure compliance as to violations noted on the original inspection report. The fee for any required subsequent inspections pertaining to that year's application shall be \$25.00. A Rental Certificate shall not be issued unless a current Exterior Inspection Rental Certificate is obtained and the property is current on its Village sewer maintenance fee account.

(b) On or after July 1, 2015, any owner of property being rented to a tenant that is not in possession of a current Rental Certificate shall be in violation of this chapter.

(c) Upon receipt of the fully completed application and fee by the Building and Zoning Department, an Exterior Rental Certificate inspection shall be scheduled and conducted within 30 days.

(d) The Building and Zoning Inspector shall issue an inspection report within five working days of the date of inspection listing any violations of the maintenance standards contained in the Village's Building and Housing Code existing at the time of the exterior inspection, if any.

(e) Upon completion of the rental inspection, any noted violations posing a risk to the safety of any person occupying the property shall be corrected prior to the issuance of the Exterior Inspection Rental Certificate.

(f) If no violations or minor violations are noted from the inspection, an Exterior Inspection Rental Certificate will be issued, permitting the property to be rented in compliance with this ordinance.

(g) The Building and Zoning Inspector will provide compliance dates for minor violations noted on the inspection report. In the event the violations are not corrected by the compliance dates indicated on the report, the Exterior Inspection Rental Certificate and Rental Certificate may be revoked by the Building and Zoning Inspector

and/or the property owner and/or agent may be considered to be in violation of this chapter.

(h) Properties that are rented subsequent to July 1, 2015 that were not granted Rental Certificates prior to July 1, 2015 must apply for a Rental Certificate at least 60 days prior to the commencement of a lease and receive a Rental Certificate and Exterior Inspection Rental Certificate prior to the date any tenant moves into the property. Applications not filed prior to the May 1 deadline, or filed subsequent to 60 days prior to the tenant moving into the property shall be charged an additional \$150.00 on top of the \$100.00 application fee.

(i) The requirements of this chapter shall not relieve the property owner from his, her, or its obligation to obtain a Point of Sale Exterior Inspection Certificate in connection with a sale of the property. The receipt of a Point of Sale Exterior Inspection Certificate, and the correction of all violations related thereto, shall relieve the property owner from his, her, or its obligation to obtain an Exterior Inspection Rental Certificate for the calendar year in which the Point of Sale Exterior Inspection Certificate is issued and the year thereafter.

1446.02 RENTAL CERTIFICATE APPLICATIONS.

(a) Rental Certificate applications shall be made annually as set forth above and separately for each dwelling being rented. The information supplied on the application shall include, but not be limited to, the following:

(1) The address of the property.

(2) The name, street address, and telephone number of the owner of the property and any authorized agent acting in the owner's stead.

(3) A photocopy of the owner of the property or authorized agent's driver's license or State ID.

(4) If the property owner is an entity rather than a person, the title of the person submitting the application and the person responsible for tenant issues related to the property.

(5) The information required by chapter 896 of the Business Regulation Code.

(6) The signature of the person submitting the application and the date the application is executed.

(7) Such other information reasonably deemed necessary by the Building and Zoning Inspector.

(b) The Building and Zoning Inspector may revoke a Rental Certificate if it is discovered that any statement contained in the application is false or inaccurate.

(c) In the event that there is a change in the tenant or tenants occupying the rental unit between the date the Rental Certificate was issued and the date the next Rental Certificate Application is filed, the property owner is required to file an updated report regarding the change in tenant as required by Chapter 896 of the Village's Business Regulation Code.

**1446.03 RELIANCE ON RENTAL CERTIFICATE AND EXTERIOR
INSPECTION RENTAL CERTIFICATE.**

In issuing a Rental Certificate and Exterior Inspection Rental Certificate under this chapter, the Village does not thereby insure, warrant or guarantee to the holder thereof, any tenant of the dwelling, or any other interested party, that such certificate contains all of the violations of the Codified Ordinances of the Village. Such Certificates should be considered by all parties as the Village's best effort to make known to property owners and tenants of rented single-family dwellings the known exterior maintenance violations on the property at the time the exterior inspection is made and have such identified violations corrected. The language contained in this subsection, or a digest thereof, shall be contained in each Certificate.

1446.99 PENALTY.

Any owner of single-family residential property, or agent thereof, who is required to obtain a Rental Certificate and/or an Exterior Inspection Rental Certificate pursuant to this chapter and fails to obtain such certificate, is guilty of a misdemeanor of the fourth degree and shall be fined not more than two hundred fifty dollars or imprisoned not more than thirty days for each offense.